RECENT CASES

ATTORNEY AND CLIENT—CONTRACT FOR SERVICES—LIMITATION TO QUANTUM MERUIT.—MARTIN V. CAMP (1916) 56 N. Y. L. J. 241.—The plaintiffs' assignors were retained by the defendant to conduct a case. Their compensation was contingent on success and proportionate to the amount recovered. They were discharged without cause after rendering substantial services. The plaintiff brought an action for breach of contract. *Held,* that the plaintiff could recover on a *quantum meruit* for services rendered, but could not recover for breach of the contract.

Where the contract is broken without fault of the attorney, he may recover on a *quantum meruit* for services rendered or he may sue on the contract. *Schemsohn v. Limonek* (1911) 84 Oh. St. 425; *Johnston v. Cutchin* (1903) 133 N. C. 119; *Henry v. Vance* (1901) 111 Ky. 72; *Henry v. Ross* (1894) 5 Ind. 445; *Larned v. Dubuque* (1892) 86 Ia. 166; *Moyer v. Cantieny* (1889) 41 Minn. 242. New York makes an exception and allows suit only on a *quantum meruit* where the contract is for services in a single suit. *Andrewes v. Haas* (1915) 214 N. Y. 255; *Haire v. Hughes* (1908) 111 N. Y. S. 892; *Clark v. Nichols* (1908) 111 N. Y. S. 66; *Johnson v. Ravitch* (1906) 99 N. Y. S. 1059. *Contra, Carlisle v. Barnes* (1905) 92 N. Y. S. 917. But where an attorney is employed for a fixed period under a general retainer even in New York he may have an action for damages. *Gilman v. Lamson Co.* (1916) 234 Fed. 507; *Copp. v. Colonial Co.* (1901) 67 N. Y. S. 910. The reason for this exception is not apparent. The reason given in the principal case should apply to both, *i. e.,* the personal nature of the relationship. There is not sufficient difference between a contract for a fixed period and the contract in the principal case. Moreover the measure of damages may be difficult but not impossible to establish. *Henry v. Vance, supra.*

S. J. T.

CARRIERS—LIABILITY PRIOR TO RECEIPT OF GOODS—EFFECT OF BILL OF LADING.—KNAPP V. MINNEAPOLIS, ST. P. & S. S. M. RY. CO. (1916) 159 N. W. (N. D.) 81.—The plaintiff sued for the value of wheat lost while in the custody, not of the defendant, but of the preceding carrier. The defendant's station agent had issued a bill of lading purporting to have received the grain at a station on the preceding carrier's line before that at which the loss occurred. *Held,* that the defendant was not bound by the oral agreement to assume responsibility for the grain while still in the custody of the preceding carrier. Bruce, J., *dissenting.*

The duties and obligations of a common carrier with respect to goods for transportation begin with delivery to it, and such delivery must be complete. *Iron Mt. Ry. v. Knight* (1887) 122 U. S. 79; *Ry. v. Commercial Union Ins. Co.* (1891) 139 U. S. 223; *Garner v. St. Louis Ry. Co.* (1906) 79 Ark. 353; *American Lead Pencil Co. v. Ry.* (1910) 124 Tenn. 57. The issuance of a bill of lading or any written contract of shipment is not essential to complete a delivery and, conversely, the mere issuance